IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.814 OF 2003
IN
SUMMARY SUIT NO.1850 OF 2003

Ila P. Desai,
Prop.of M/s.Tradex International ....Plaintiff

V/s.

M/s.Ayushi International Corpn. ....Defendant

Mr.Jaydeep Raut i/b Little & Co. for the Plaintiff.

Mr.Rajendra Singh i/b S.M. Jain for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 8TH JUNE, 2005.

P.C. :

1. The suit is filed on a promissory note admittedly executed by the Defendant. It was in consideration of the amounts paid by the Plaintiff to the Defendant. That amount the was paid to the Defendant is also admitted.

2. The Plaintiff has given credit for the part payments made. While making the part payments, the Defendant did not state that the same ought to be adjusted only against the principal. The Plaintiff

was therefore entitled to adjust the same towards the outstanding interest.

3. There is no material alteration as alleged by the Defendant. An oral agreement is pleaded that the rate of interest actually would be only 1.5% per month, whereas the promissory note states that the rate of interest would be 1.65% per month. There is nothing to suggest that the Defendant’s case is justified in this regard either.

4. There is no defence to the suit.

5. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed.

. Refund as per rules.

. For the purpose of refund of the court fees, the Prothonotary and Senior Master to act on an authenticated copy of this order.